**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: COMPLAINT OF ARTHUR H. SULZER ASSOCIATES, INC., AS OWNER OF THE SPUD BARGE TOR FOR EXONERATION FROM OR LIMITATION OF LIABILITY	: : : :	Case No. 04-CV-1533 CIVIL ACTION

**ANSWER OF HOLLY SHAW,
ADMINISTRATRIX OF THE ESTATE OF SCOTT C. SHAW**

Now in the Court, through undersigned counsel, comes Holly Shaw, Administratrix of the Estate of Scott C. Shaw who makes the following answer in these proceedings:

FIRST DEFENSE

The complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

The limitation fund is inadequate and the complaint should be dismissed because petitioner has failed to deposit adequate security and to include the insurance proceeds.

THIRD DEFENSE

And now, with full reservation of all defenses herein above asserted, claimant answers the allegations of the complaint, as follows:

1. The allegations set forth in paragraph 1 of plaintiff's complaint are legal conclusions to which no response is required.

2. Upon information and belief, the allegations set forth in paragraph 2 of plaintiff's complaint are admitted.

3. Upon information and belief, the allegations set forth in paragraph 3 of plaintiff's complaint are admitted.

4. Upon information and belief, the allegations set forth in paragraph 4 of plaintiff's

complaint are denied due to lack of information. By way of further response, the allegations set forth in paragraph 4 of plaintiff's complaint are legal conclusions to which no response is required.

5. The allegations set forth in paragraph 5 of plaintiff's complaint are denied.

6. Admitted in part, denied in part. It is admitted only that on or around January 27, 2004, Holy Shaw, individually and as administratrix of the estate of Scott C. Shaw, filed a complaint against Plaintiff Sulzer Associates, Inc. and other defendants in the Court of Common Pleas of Philadelphia alleging that on or about September 7, 2002 while in the employee of Armco, Scott Shaw was a seaman and member of the crew of the barge TOR and fell into the Schulykill River and drowned. Upon information and belief, the remaining allegations set forth in paragraph 6 of plaintiff's complaint are denied due to lack of information.

7. Upon information and belief, the allegations in paragraph 7 of plaintiff's complaint are denied due to lack of information.

8. The allegations in paragraph 8 of plaintiff's complaint are denied.

9. The allegations in paragraph 9 of plaintiff's complaint are denied.

10. Claimant/defendant denies that the value of the vessel and freight is fifty thousand ($50,000.00) dollars. Claimant/defendant reserves the right to challenge the valuation of the vessel.

11. Upon information and belief, the allegations in paragraph 11 of plaintiff's complaint are denied due to lack of information.

12. Upon information and belief, the allegations in paragraph 12 of plaintiff's complaint are denied due to lack of information.

13. The allegations in paragraph 13 of plaintiff's complaint are legal conclusions that

do not require an answer for this claimant. To the extent that an answer is required, the allegations in paragraph 13 of plaintiff's complaint are denied due to lack of information.

14. The allegations in paragraph 14 of plaintiff's complaint are legal conclusions that do not require an answer for this claimant. To the extent that an answer is required, the allegations in paragraph 14 of plaintiff's complaint are denied due to lack of information.

15. The allegations in paragraph 15 of plaintiff's complaint are legal conclusions that do not require an answer for this claimant. To the extent that an answer is required, the allegations in paragraph 15 of plaintiff's complaint are denied due to lack of information.

16. The allegations set forth in paragraph 16 of plaintiff's complaint are denied.

17. The allegations set forth in paragraph 17 of plaintiff's complaint are legal conclusions that do not require an answer from the claimant. To the extent that an answer is required, the allegations set forth in paragraph 17 are denied.

And further answering Claimant states as follows:

18. At all time pertinent herein, claimant's decedent, Scott C. Shaw was employed by Armco, Inc. as a member of the crew of the barge Weeks 114 and barge TOR which were in navigation on the navigable waters when decedent sustained fatal injuries, which injuries were the result of the unseaworthiness of the barge TOR of the said plaintiff and its respective corporate officers, servants, agents or employees or other persons for whom said plaintiff was responsible in the unseaworthiness of the TOR.

19. The said injuries were not caused or contributed to by any fault or negligence on the part of claimant's decedent, Scott C. Shaw but were caused by the reason of the unseaworthiness of the barge TOR, in that, inter alia:

A. Arthur H. Sulzer, Associates, Inc. failed to provide Armco Construction, Inc. with a safe, staunch, properly equipped, supplied and seaworthy vessel.

B. Arthur H. Sulzer Associates, Inc. failed to provide Armco Construction, Inc. with safe and proper means, materials, appliances and equipment and safe place to work for the crew and deck personnel of the barge TOR.

C. Arthur H. Sulzer Associates, Inc. failed to maintain the said vessel and its equipment and appliances in a safe and seaworthy condition.

D. Arthur H. Sulzer Associates, Inc. delivered to Armco Construction, Inc. the said vessel without the necessary equipment, appliances, materials and safety equipment.

E. Arthur H. Sulzer Associates, Inc. delivered the barge TOR to Armco Construction, Inc. not reasonably safe and suitable to perform the intended work and/or voyage.

F. Arthur H. Sulzer Associates, Inc. delivered the barge TOR to Armco Construction, Inc. in an unsafe and unseaworthy condition.

G. The casualty occurred due to breaches involving personal contracts of the ship owner.

H. The barge TOR was permitted and allowed to navigate the navigable waters in an unsafe and unseaworthy condition and the casualty, and all damages and injuries were done, occasioned and incurred with the privity and/or knowledge of the plaintiff, its corporate officers, agents, servants or employees at or prior to the commencement of the work and/or voyage.

I. Arthur H. Sulzer Associates, Inc., failed to propagate and enforce rules and procedures.

J. Arthur H. Sulzer Associates, Inc. its corporate officers, agents, servants, employees and other persons for whom the plaintiff is responsible, failed to take suitable precautions for the safety of the crew and personnel aboard the barge TOR under the circumstances and conditions then and there existing to the knowledge of plaintiff, Arthur H. Sulzer Associates, Inc. having actual and constructive notice of the unsafe, dangerous and unseaworthy conditions of the barge TOR.

Claimant reserves the right to claim against Arthur H. Sulzer Associates, Inc. and the barge TOR such other further and different faults, negligence and unseaworthiness as the evidence may disclose.

20. Claimant further alleges that plaintiff breached its non-deligable duty in permitting the barge TOR to navigate on navigable waters in an unsafe and unseaworthy condition, and that the casualty and all damages, injuries and loss of life resulting therefrom was done, occasioned and occurred with the privity or knowledge, at or prior to the commencement of the voyage upon which the barge TOR was then engaged, of her master, superintendent, agents or other responsible officials.

21. By reasons of the matters aforesaid, decedent Scott C. Shaw sustained serious injuries and death and underwent significant, conscious mental anguish, pain and suffering prior to his death. Claimant, Holly Shaw, wife of decedent and her sons, have suffered substantial losses of grief, sorrow, society, consortium, support and services due to the death of Scott C. Shaw and will continue to do so in the future. Furthermore, Mr. Shaw's wife and sons have incurred funeral expenses and other expenses on the count of his death.

22. Scott C. Shaw, at the time of his death on or about September 7, 2002 was steadily employed and in good health.

23. By reason of the foregoing occurrence, claimant, Holly Shaw, as administratrix of the estate of Scott C. Shaw claims on behalf of the wrongful death beneficiaries damages for losses including but not limited to the following:

A. Medical expenses;

B. Funeral expenses;

C. Estate administration expenses;

D. Loss of pecuniary value of the services, society, comfort, companionship, maintenance, guidance, tutelage, support, protection and employment which the decedent would have provided for the remainder of decedent's natural life;

E. Mental suffering and anguish which claimant and survivors underwent as a result of decedent's death and which will continue into the future;

F. Such other pecuniary contributions the survivors could have expected to receive from decedent and were caused to lose; and

G. Such other losses recoverable under a wrongful death claim.

24. For reason of the foregoing occurrence, claimant, Holly Shaw, administratrix of the estate of Scott C. Shaw claims on behalf of the estate under a survival action all damages recoverable by law, including pain and suffering which decedent underwent prior to his death; loss of earnings and future earning capacity suffered by decedent; loss of economic value of decedents life during the period of his life expectancy; damages for pecuniary losses suffered by the estate as a result of his death; damages for complete loss of earnings and earning capacity that the decedent was caused to suffer, less his cost of personal maintenance and all other damages allowable under the law.

25. At all times herein mentioned, the barge TOR was in navigation on the navigable waters and within the Admiralty and Maritime jurisdiction of the United States of America.

26. As said, claimant brings this action for damages pursuant to the General Maritime law and all other state, federal, common law and/or statutory provisions and regulations amendatory thereof and applicable thereto.

27. By reason of the foregoing occurrence, claimant hereby claims the sum of ten million ($10,000,000.00) dollars.

WHEREFORE, claimant having fully answered, prays:

A. That an Order be entered herein that plaintiff is not entitled to exoneration from liability herein;

B. That an Order be entered herein that plaintiff is not entitled to limitation of liability herein;

C. That an Order be entered by this Honorable Court that the occurrence referred to in the complaint happened with privity and knowledge of the plaintiff;

D. That an Order be entered by this Honorable Court that the claimant be permitted to institute and/or prosecute actions with a trial by jury in the forum of her choice including state court to recover damages from the plaintiff for injuries suffered; and

E. That if this Court does not allow claimant the right of a trial by jury to recover the aforesaid damages, then, as such, the claims of the claimant be allowed as requested herein with interest and cost and that claimant may have such other and further general and equitable relief in law and justice she may be entitled to receive.

LEVIN, FISHBEIN, SEDRAN & BERMAN

By: ______________________________

Charles E. Schaffer
Attorney for Plaintiffs
Attorney Identification No. 76259
510 Walnut Street, Suite 500
Philadelphia, PA 19106-3697
(215) 592-1500

Date: July 26, 2004

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: COMPLAINT OF ARTHUR H. SULZER ASSOCIATES, INC., AS OWNER OF THE SPUD BARGE TOR FOR EXONERATION FROM OR LIMITATION OF LIABILITY	: : : :	Case No. 04-CV-1533 CIVIL ACTION

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of July, 2004, I caused a true and correct copy of the Answer of Holly Shaw, Administratrix of the Estate of Scott C. Shaw, to be served on counsel by United States First Class Mail, Postage Prepaid addressed as follows:

LEVIN, FISHBEIN, SEDRAN & BERMAN

By: ______________________

Charles E. Schaffer
Attorney for Plaintiffs
Attorney Identification No. 76259
510 Walnut Street, Suite 500
Philadelphia, PA 19106-3697
(215) 592-1500

Date: July 26, 2004